

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA**

In re: : Chapter 7
Ray Cha and Kelly Shin, :
Debtors. : Bankruptcy No. 19-17649-MDC

ORDER

AND NOW, on February 18, 2020, Ray Cha (the “Debtor”) caused to be filed a reaffirmation agreement with creditor Santander Consumer USA Inc. d/b/a Chrysler Capital (the “Reaffirmation Agreement”).¹

AND, the Debtor was represented by an attorney during the course of negotiating the Reaffirmation Agreement.

AND, the Debtor’s attorney filed a certification that the Debtor was counseled in accordance with 11 U.S.C. §524(c)(3).

AND, the Debtor acknowledged in writing receipt of the disclosures described in 11 U.S.C. §524(k) at or before the time the Debtor signed the Reaffirmation Agreement.

AND, this Court finds no material difference between the income and expenses disclosed by the Debtor pursuant to 11 U.S.C. §524(k)(6)(A) and the income and expenses stated on the Debtor’s Schedules I and J.

AND, there is no presumption of undue hardship pursuant to 11 U.S.C. §524(m)(1).

It is hereby **ORDERED** and **DETERMINED** that:

1. No reaffirmation hearing is necessary. 11 U.S.C. §§524(d) & (m).
2. Court approval of the Reaffirmation Agreement is unnecessary. 11 U.S.C. §524(c) (not conditioning enforceability of reaffirmation agreement on court approval); 11 U.S.C. §524(c)(6)(A) (requiring court approval of Reaffirmation Agreement only upon certain conditions); 11 U.S.C. §524(m)(1) (the court “shall” review presumption of undue hardship if it arises).

¹ Bankr. Docket No. 22.

Dated: March 19, 2020



MAGDELINE D. COLEMAN
CHIEF U.S. BANKRUPTCY JUDGE

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